

CROPPING LEASE

Shire of Dowerin

Dowerin Community Club Incorporated

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CROPPING LEASE

PARTIES:

Name:	Shire of Dowerin	Landlord
Address:	13 Cottrell Street Dowerin Western Australia	

Name:	Dowerin Community Club Incorporated	Tenant
ABN:	37 758 027 006	
Address:	35 East Street Dowerin Western Australia	

OPERATIVE PART

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

Unless otherwise required by the context or subject matter:

Claims means demands, proceedings, judgments, damages, costs and losses of any nature whatsoever which the Landlord may suffer or incur for whatever reason, in connection with or arising out of the Land or this Lease whether as to property or person as a result of any neglect, act, default or omission by the Tenant or the Tenant's Permitted Persons.

Commencement Date means the date specified in Schedule 1.

Contamination has the same meaning as defined in the Contaminated Sites Act.

Contaminated Sites Act means the Contaminated Sites Act 2003 (WA).

Corporation is given the same meaning as the definition for it in the Corporations Act 2001 (Cth).

CPI Rent Review Dates means the dates mentioned in Schedule 1.

Cropping Specifications means the specifications set out in Schedule 1.

Current Market Rental Value means the current open market annual rental value that can be reasonably obtained for the Land:

- (a) on the basis that the Land is available for leasing for the Term and any additional options for renewal and disregarding the fact that part of the Term will have elapsed at the relevant Market Rent Review Date;
- (b) on the terms and conditions and for the Permitted Use contained in this Lease but having regard to any other use to which the Land may be lawfully put;
- (c) on the basis that the covenants on the part of the Tenant in this Lease have been fully performed at the relevant Market Rent Review Date;

- (d) without taking into account the Tenant's trade fixtures and fittings and any other improvements and installations erected or installed at the Tenant's expense which the Tenant may remove at the expiration of this Lease;
- (e) having regard to current open market annual rental values of comparable premises whether vacant or occupied and whether any rental value has been arrived at through new lettings or rent reviews or renewals of existing tenancies or otherwise;
- (f) in the event that the Land or any improvements have been damaged or destroyed assuming that the Land and those improvements have been reinstated; and
- (g) having regard to all improvements, services and facilities of benefit to the Land and its use in the general vicinity of the Land whether provided by the Tenant or not, but ignoring:
- (h) permanent structural or other improvements to the Land installed at the Tenant's expense and which the Tenant is permitted or required to remove at the expiration of this Lease;
- (i) any rent free period, financial contribution or other concession customarily or likely to be offered to new tenants of vacant premises;
- (j) any value attaching to goodwill created by the Tenant's occupation of the Land;
- (k) any value attaching to any licence or permit the Land of the Tenant in respect of the business carried on by the Tenant at the Land; and
- (l) any deleterious condition of the Land if such condition results from any work carried out on the Land by the Tenant or by any breach of any terms of this Lease by the Tenant.

Expiration of the Term means the date of determination of the Term.

Fertiliser Rate means the rates specified as such in Schedule 1.

Guarantor means:

- (a) if a natural person means the person(s) specified as such in Schedule 1 and includes the executors and administrators of the Guarantor; and
- (b) if a corporation means the entity specified as such in Schedule 1 and includes the successors and assigns of the Guarantor.

GST means has the same meaning given in Section 195-1 of the GST Act.

GST Act means A New Tax System (Goods and Services Tax) Act 1999.

Land means the land specified as such in Schedule 1 and any other land which the Landlord may nominate as part of the Land to be incorporated into or used in connection with the Land or if any part of the Land is excised, resumed or subdivided then that part of the Land which remains after the excision, resumption or subdivision.

Landlord means:

- (a) if a natural person means the person(s) specified as such in Schedule 1 and includes the executor and administrator of the Landlord, its successors, assigns, employees, agents and contractors; or
- (c) if a corporation means the entity specified as such in Schedule 1 and includes its successors, assigns, employees, officers, agents and contractors.

Landlord's Property includes all plant and equipment provided by the Landlord and any other property of the Landlord located at the Land as identified in Schedule 1.

Lease means this lease and any extension or renewal of it.

Local or Public Authority includes every governmental or semi-governmental body, a local, statutory or public authority and a person entitled to carry out a statutory function.

Market Rent Review Dates means the dates mentioned in Schedule 1.

Option Term means the option term (if any) mentioned in Schedule 1.

Permitted Use means the permitted use of the Land specified in Schedule 1.

Plan means the plan (if any) attached in Schedule 2.

Public Liability Insurance Amount means the value of public liability insurance cover (for a single event or accident) as specified in Schedule 1.

Rates and Taxes means all rates, taxes, charges, assessments and all other impositions of every description and kind assessed or incurred in respect of the Land or the owner or occupier for the Term and as reasonably specified and determined by the Landlord.

Rent means the rent specified as such in Schedule 1 and any subsequent variation in accordance with the provisions of this Lease.

Schedule means Schedule 1 - Particulars to this Lease.

State means the State of Western Australia acting through the Minister for Lands, a body corporate under the *Land Administration Act 1997* (WA).

Stocking Rate means the rate specified as such in Schedule 1.

Supply has the same meaning as defined in the GST Act.

Tenant means:

- (a) if a natural person means the person(s) specified as such in Schedule 1 and includes its executors, administrators and permitted assigns and successors; or
- (b) if a corporation means the entity specified as such in Schedule 1 and includes permitted assigns and successors of the Tenant.

Tenant's Permitted Persons includes the Tenant's invitees, employees, agents, contractors, customers, sub-tenants and licensees.

Term means the term specified as such in Schedule 1 and includes any extension or renewal of it.

Valuer means a natural person who:

- (a) is licensed under the *Land Valuers Licensing Act 1978*;
- (b) has not less than ten (10) years' experience (including not less than five (5) years' experience in Western Australia); and
- (c) has experience in assessing rental values of properties of a similar nature to the Land.

1.2 Interpretation

- (a) The provisions of the Schedule constitute part of this Lease.
- (b) Any covenant or agreement on the part of or in favour of two or more persons shall bind them jointly and each of them severally.
- (c) **Including** and similar expressions are not words of limitation.
- (d) **Person** includes a natural person, firm and or corporation.
- (e) If an act must be done on a specified day which is not a business day, the act must be done instead on the next business day.
- (f) If an act must be done by a corporation, the act can be done by its officers, employees and agents.
- (g) Reference to any statutory enactments shall be construed as referring to the enactment as amended, modified and re-enacted from time to time.
- (h) In the interpretation of this Lease, no rules of construction apply to the disadvantage of any party because that party was responsible for the drafting of this Lease or any part of this Lease.

- (i) References to the singular includes a reference to the plural and vice versa.

2. GRANT TERM AND RENT

2.1 Grant

The Landlord leases to the Tenant and the Tenant takes on the lease of the Land upon the covenants of this Lease.

2.2 Term and Commencement Date

This Lease is for the Term and will commence on the Commencement Date.

2.3 Rent

The Tenant must pay the Rent:

- (a) to the Landlord without deduction or set off of any kind in the manner provided in Schedule 1.
- (b) to the Landlord at its address stated in this Lease or at such other address notified in writing to the Tenant from time to time; or
- (c) at the option of the Landlord, the Tenant will pay the Rent by direct electronic payment to a bank account nominated by the Landlord.

3. OTHER PAYMENTS AND GST

3.1 Rates and Taxes

The Rates and Taxes will be paid by the party and in the manner specified in Schedule 1.

3.2 Services

The Tenant must pay to the appropriate authority by the due date for payment all charges and meter rentals in respect of all utilities and services including electric power, gas and water consumed on or in connection with the Land including electricity consumed in respect of the Land.

3.3 Rent Review

The Landlord may vary the Rent on each Rent Review Date in the manner specified in Schedule 1 and clause 13.

3.4 Costs

The Tenant must pay to the Landlord's solicitors or reimburse the Landlord on demand for:

- (a) the reasonable costs of the Landlord's solicitors of and incidental to the instructions for and the preparation, execution and distribution of this Lease (including legal costs) and all copies on a full indemnity basis;
- (b) the reasonable costs of the Landlord's solicitors of and incidental to any negotiation and variation of this Lease on a full indemnity basis; and
- (c) all costs associated with the obtaining of any approvals or consents necessary to this Lease.

3.5 Goods and Services Tax

- (a) The price for each Supply does not include GST on that Supply and the Tenant must pay the amount of GST in addition to the price for that Supply.
- (b) The Landlord must issue a valid tax invoice to the Tenant for the GST payable on a Supply under this Lease. The amount of GST is to be calculated by multiplying the consideration or other amounts payable for the Supply by the prevailing GST rate.
- (c) The Landlord must provide the Tenant with a valid Tax Invoice as required by the relevant GST legislation.

- (d) The Tenant must pay to the Landlord any GST in the same manner and on the same date as the Tenant is required to pay the Rent.
- (e) A written statement by the Landlord to the Tenant of the amount of GST that the Landlord pays or is liable to pay is conclusive between the Landlord and the Tenant, except in the case of obvious error.

4. INDEMNITY AND INSURANCE PROVISIONS

4.1 General Indemnity

- (a) The Tenant is responsible for and indemnifies the Landlord and the Minister for Lands against any liability resulting from:
 - (i) any loss of or damage to property or any injury to or death of any person occurring in the Land or caused by the Tenant or the Tenant's Permitted Persons wherever occurring; and
 - (ii) any reasonable action taken by the Landlord to remedy a default by the Tenant; and
 - (iii) all Claims.
- (b) This indemnity does not apply to the extent that the liability, loss or damage is caused by the Landlord.

4.2 Tenant's duty to arrange insurance

The Tenant must arrange and maintain comprehensive insurance on usual terms with an insurer authorised under the Insurance Act 1973 against each of the following:

- (a) public liability in respect of the Land:
 - (i) for a sum equal to the Public Liability Insurance Amount; and
 - (ii) covering all public liability including but not limited to:
 - (A) escape of fire from the Land; and
 - (B) escape of animals from the Land.
 - (iii) or for such higher Public Liability Insurance Amount as the Landlord acting reasonably may require at any time after the first year of the Term.
- (b) damage to, and loss of the Tenant's property located in or adjacent to the Land for their full replacement value;
- (c) damage to, and loss of the Landlord's Property for their full replacement value;
- (d) employer's liability in respect of the Tenant's employees (including workers' compensation insurance);
- (e) the insurance the Tenant must arrange must commence from the Commencement Date. The Tenant must maintain it for the entire Term and any holding over period; and
- (f) within TWENTY ONE (21) days of a request by the Landlord, the Tenant must give the Landlord a copy of any policy, certificates of currency or receipt the Landlord requests in relation to insurance the Tenant is required to arrange and maintain.

4.3 Details of insurance cover

The following applies to the insurance the Tenant is required to arrange and maintain:

- (a) the insurance against damage or loss must be for at least the full replacement cost of the relevant property and must include cover against malicious acts by third parties; and
- (b) all of the insurance policies referred to in this clause must be endorsed by the insurer as covering the Tenant's risks, liabilities and indemnities contained in this Lease.

4.4 The Landlord's duty to insure

The Landlord must make sure that any buildings comprising part of the Land are kept insured on usual terms with an insurer authorised under the Insurance Act 1973. The insurance must incorporate full reinstatement cover.

4.5 The Tenant's other obligations in relation to insurance

- (a) The Tenant must not do or fail to do anything, or allow anything to be done or not done:
 - (i) which might increase the cost of any insurance the Tenant or the Landlord arranges; or
 - (ii) which might adversely affect the Tenant's or the Landlord's rights under any insurance the Tenant or the Landlord arranges.
- (b) The Tenant must pay the Landlord for any increase in the cost of any insurance the Landlord arranges which results from anything the Tenant does or fails to do or allows to be done or not done.
- (c) The Tenant must expend all money received from any insurance policy in making good the damage or destruction for which the money was received and must make up any deficiency out of the Tenant's own money.

4.6 Hazardous Goods

The Tenant will not bring or permit to be brought into or upon the Land or any part thereof any goods (which expression shall include chemicals) of a hazardous nature (other than those generally used for the purpose of farming) anything whereby the insurances maintained by the Landlord may be rendered void or voidable or the premiums increased and the Tenant shall pay to the Landlord his servants or agents on demand the amount of any increased premiums occasioned by a breach of this covenant and if the Tenant brings any goods of a hazardous nature generally used for the purpose of farming on to the Land the Tenant shall comply with all laws and regulations relating to the use of such goods and ensure the use of such goods does not damage the Land or the natural bush thereon and without limiting the generality of the foregoing the Tenant shall ensure that any chemicals sprayed from the air or otherwise applied are only sprayed or applied in favourable weather conditions to ensure no damage is caused to the Land or the natural bush thereon by such chemicals.

5. REPAIRS AND MAINTENANCE BY TENANT

5.1 Repairs

At the Tenant's expense the Tenant must keep the Land and all gates, contour banks, fences, fixtures and fittings and other improvements thereon and the Tenant's property in good and substantial repair, order and condition (fair wear and tear and damage by fire, earthquake, storm and tempest excluded). The Tenant must at its cost promptly undertake repairs and make good the Land as reasonably required by the Landlord as requested by the Landlord or the Landlord's agent in writing.

5.2 Vermin and Noxious Weeds

The Tenant must during the Term use all proper means for keeping down and exterminating upon the Land all rabbits and other vermin and noxious animals and insects and all weeds, suckers scrub, undergrowth and other noxious plants and comply with all laws, by-laws and regulations now or hereafter in force in relation to the keeping down, fumigation and extermination of the same respectively applicable to the district where the Land is situated and generally must manage the Land competently to ensure it remains in the same condition as at the Commencement Date throughout the Term.

5.3 Keep Land Clean

Throughout the Term the Tenant must keep and maintain the Land and, in particular, any structures and buildings on the Land in a clean state free from any rubbish.

5.4 Fire Breaks

- (a) The Tenant must adopt all reasonable and proper precautions by constructing firebreaks on the Land prior to the statutory date in each year during the Term and ensure that all such work is completed in accordance with the requirements and specifications of the District Fire Officer and all relevant Local or Public Authorities (including the local authority) in order to prevent the outbreak and/or spread of fires onto or from the Land.
- (b) The Tenant must keep and maintain and plough or spray as required all fire breaks in accordance with the requirements of the local authority in which the Land is situated and in accordance with the requirements of the Bush Fires Act 1954 as amended.
- (c) The Tenant must take all precautions to prevent the outbreak of fire on the Land and to safeguard all crops and livestock against any such outbreak.

5.5 Disease

The Tenant must take all precautionary measures to prevent the introduction or outbreak or spread of any disease epidemic or parasitic pests into or amongst the Land (including any livestock) and shall pay all levies imposed or any other levies that may become payable under any fund or by any competent authority to prevent the introduction or outbreak or spread of any disease epidemic or parasitic pests.

5.6 Make good damage

The Tenant must promptly make good to the reasonable satisfaction of the Landlord, or at the discretion of the Landlord, reimburse the Landlord for the cost of repair of any breakage defect or damage to the Land caused by the Tenant or the Tenant's Permitted Persons.

5.7 Contamination

- (a) The Tenant must not cause any Contamination to the Land.
- (b) In the event that the Tenant causes Contamination to the Land, the Tenant must remediate the Contamination to the reasonable satisfaction of the Landlord.

5.8 Landlord's right to view

The Landlord may enter the Land at all reasonable times and upon reasonable notice to view the Land.

5.9 Landlord's right to repair

Other than in an emergency, if the Tenant fails to remedy any breach by the Tenant of the Tenant's obligations to repair under the terms of this Lease within FOURTEEN (14) days after the date of service of a notice upon the Tenant requiring the Tenant to remedy the breach, the Landlord may enter the Land at any reasonable time with all necessary materials and appliances and to carry out all or any of the required repairs as the Landlord thinks fit. The Tenant must reimburse the Landlord upon demand the reasonable cost of the repairs.

5.10 Landlord's right to carry out emergency repair

Where the Landlord reasonably believes emergency repairs are required to the Land the Landlord may enter upon the Land at any time with all necessary materials and appliances and without previous notice to carry out the repairs. If the repairs were the responsibility of the Tenant, the Tenant must pay to the Landlord on demand the reasonable costs and expenses of those repairs and will indemnify the Landlord from and against any loss or liability incurred by the Landlord in respect of the repairs.

5.11 Landlord's right of entry to comply with law

The Landlord may enter the Land at all reasonable times to comply with the terms of any present or future legislation or notice issued by any Local or Public Authority affecting the Land.

5.12 Notice of damage

The Tenant must give to the Landlord prompt written notice of any accident to or defects in or damage to the Land of which the Tenant is aware or ought reasonably to be aware of.

6. USE OF LAND BY TENANT

The Tenant may only use the Land for the Permitted Use. The Tenant must:

- (a) Cultivate/Cropping/Stocking

at all times during the Term manage cultivate and work the Land in a proper, skilful and workmanlike manner and according to the most approved methods and to keep all parts of the Land clean and free from noxious weeds, suckers scrub, and undergrowth and without limiting the generality of the foregoing the Tenant expressly undertakes and agrees:

 - (i) to crop the Land in accordance with the Cropping Specifications;
 - (ii) to stock the Land at no more than the Stocking Rate; and
 - (iii) to apply fertiliser at the Fertiliser Rate.
- (b) Livestock

ensure all livestock on the Land is kept in good condition and free from all diseases.
- (c) Fencing

at its sole cost install and maintain adequate fencing to secure all livestock carried on the Land with such fencing to be sufficient to exclude livestock from neighbouring properties from existing or future access roads.
- (d) Erosion

where any part of the Land carrying livestock which are showing signs of soil or wind erosion and/or generating dust that could lead to airborne dust levels above the air quality criteria adopted by the Department of Environment and Conservation or the Environmental Protection Authority, then such part of the Land shall be destocked until the soil erosion is satisfactorily remedied by the Tenant at its cost and the Landlord agrees that livestock may be carried on such land without causing further soil erosion.
- (e) Mining

not allow mining or quarrying of any substance upon the Land without obtaining the consent of the Landlord.
- (f) No alterations or additions

not make or allow any alterations or additions to be made to the Land including not removing or relocating any fences, trees, shrub or native bush unless the alterations or additions are carried out in accordance with plans and specifications previously approved by the Landlord (such approval shall be in the Landlord's absolute discretion). The alterations or additions will be done under the supervision of the Landlord at the cost of the Tenant.
- (g) Compliance with Legislation and Notices and Leases

comply with and obey all lawful and valid regulations, notices or orders which may be made or given with respect to the Land or any part thereof or the use or occupancy thereof under the provisions of the Contaminated Sites Act, Bush Fires Act 1954, the Health Act 1911, the Agriculture and Related Resources Protection Act 1976, the Local Government Act 1995, the Fire Brigades Act 1942, the Land Administration Act 1997 or any Act or Acts amending the same or any other statute or order regulation or by-law now or hereafter in force or made or given by any competent authority or person and also shall comply with any reasonable requirements of the Fire Underwriters Association and shall give to the Landlord or

his agents notice in writing of any such notice, order or requirement received by or notified to the Tenant.

- (h) **Comply with Managing Agent**
comply with the reasonable direction, order or request of any managing agent appointed by the Landlord.
- (i) **No auction sales**
not hold any auction, fire or bankruptcy sales in the Land without the prior written consent of the Landlord (such approval shall not be unreasonably withheld).
- (j) **Trees**
not to fell, destroy or injure any growing or standing timber or trees on the land other than:
 - (i) those reasonably required by the Tenant to carry out their obligations hereunder;
 - (ii) suckers undergrowth or second growth reasonably likely to interfere with cropping or harvesting of crops grown on the said land; or
 - (iii) with the prior written consent of the Landlord which will not be unreasonably withheld if the trees are in an area of regrowth to be cleared for cultivation.
- (k) **Farm management record**
provide farm management records in respect of the Land to the Landlord annually (and within 3 months of harvest) and in particular all details of chemical and fertiliser application, crop type, areas cropped and crop yield and all other normal management records.
- (l) **No general nuisances**
not permit anything to be done or left undone on the Land which may be a nuisance, annoyance, grievance, disturbance or cause damage to the Landlord or any other person.
- (m) **No grant of concessions**
not grant concessions or licences for the operation of any part of the business which the Tenant is permitted to conduct on the Land other than to a wholly owned subsidiary of the Tenant as defined in the Corporations Act 2001 without the Landlord's prior written consent (such consent shall not be unreasonably withheld).
- (n) **Permitted Use of Land**
not use the Land other than for the Permitted Use.

7. ADDITIONAL COVENANTS BY TENANT

The Tenant must:

- (a) **Compensation**
pay to the Landlord all moneys payable by any local public authority or other authority by way of compensation or otherwise relating to the Land.
- (b) **No encumbrances**
not mortgage, charge or encumber the Tenant's interest in this Lease without the prior written consent of the Landlord (such approval to be in the Landlord's absolute discretion).
- (c) **Caveats, Surrenders and Power of Attorney**
 - (i) not lodge an absolute caveat over the Land or any part of the Land.

- (ii) at its cost withdraw any caveat over the Land at the Expiration of the Term or when requested to do so by the Landlord to permit the Landlord to register any document.
 - (iii) irrevocably appoint the Landlord as the Tenant's attorney in accordance with the Transfer of Land Act 1893 and the Strata Titles Act 1985:
 - (A) to withdraw any caveat upon expiration or sooner determination of the Lease; or:
 - (B) to withdraw and caveat upon request by the Landlord to withdraw any caveat where the Landlord intends to have a mortgage, easement or restrictive covenant registered against the Lease.
 - (C) to surrender the Lease upon expiration or sooner determination of the Lease;
 - (D) for the Tenant and in the name of the Tenant sign all such instruments and documents as may be necessary or expedient for carrying out the powers granted under this clause; and
 - (E) for the Tenant and in the name of the Tenant do all such matters and things as may be necessary or expedient for carrying out the powers granted under this clause.
- (d) Pass on notices
immediately give written notice to the Landlord of any notice received by the Tenant from any Local or Public Authority relating to the Land or any part of them.
- (e) Notice of disrepair
immediately give to the Landlord written notice of any accident to or defect in any part of the Land.
- (f) Permit intending tenants etc. to inspect
 - (i) permit the Landlord to enter the Land at any reasonable times upon reasonable notice with and exhibit the same to:
 - (A) prospective tenants within the period of SIX (6) months preceding the Expiration of the Term; and
 - (B) prospective purchasers at all times during the Term.
 - (ii) The Landlord may affix and exhibit where the Landlord thinks fit a "For Sale" and "For Lease" notice upon the Land (in each case with the name and address of the Landlord and or its agent). The Tenant will not remove any notice without the prior written consent of the Landlord.
- (g) Yielding up
at the Expiration of the Term peacefully yield and deliver up possession of the Land to the Landlord in good and substantial repair and condition and state of cleanliness as is consistent with the performance by the Tenant of the Tenant's obligations under this Lease and ensure that the Land is in the same or better condition than as at the Commencement Date (fair wear and tear excepted).
- (h) Removal of fixtures and fittings
 - (i) prior to the Expiration of the Term:
 - (A) remove from the Land all fixtures and fittings, equipment and furnishings which have been installed or owned by the Tenant (other than any fixtures and fittings, equipment and furnishings which in the opinion of the Landlord form an integral part of the Land);

- (B) promptly make good to the satisfaction of the Landlord any damage caused to the Land by such installation or removal; and
 - (C) if required by the Landlord re-instate any alterations made by the Tenant to the Land so that the Land is converted back to its condition as at the Commencement Date.
 - (ii) the property in all fixtures and fittings, equipment and furnishings which pursuant to the provisions of the preceding sub-clause the Tenant is not to or does not remove from the Land will immediately upon the Expiration of the Term pass to the Landlord and the Landlord will not be liable or be required to pay any consideration or compensation for them.
- (i) Abandonment of Tenant's Property
 - (i) in the event that the Tenant fails to remove the Tenant's property from the Land by the Expiration of the Term or sooner determination of the Lease, then the Landlord is permitted, at the Landlord's option, without notice to the Tenant to:
 - (A) dispose of the Tenant's property in accordance with the Disposal of Uncollected Goods Act (WA) 1970; or
 - (B) deliver to and leave unsecured the Tenant's property at the last known address of the Tenant without being liable to the Tenant or any party claiming through the Tenant for any loss of or damage to the Tenant's property.
 - (ii) all costs incurred by the Landlord in removing the Tenant's property in accordance this clause will be owed by the Tenant to the Landlord as a debt and will be payable on demand.

8. LANDLORD'S COVENANTS AND RESERVATIONS

- (a) Quiet enjoyment

Subject to this Lease if the Tenant fulfils its obligations contained or implied in this Lease, the Tenant may hold the Land during the Term without any interruption by the Landlord.
- (b) No warranties

The Landlord does not expressly or impliedly warrant that the Land is now or will remain suitable or adequate for all or any of the purposes of the Tenant's business. All warranties (if any) as to suitability and adequacy of the Land implied by law will to the extent possible not apply to this Lease.
- (c) Repairs and Maintenance

The Landlord may carry out repairs or maintenance to the Land which are of a capital or structural nature, unless any such repairs and maintenance is caused by the actions of the Tenant or the Tenant's Permitted Persons.
- (d) Landlord's reservations
 - (i) The Landlord reserves the right to:
 - (A) enter the Land at all reasonable times with all necessary materials and appliances to construct, make, excavate, lay or install in, on, through, over or under the Land any plant and equipment or services to the Land or any part thereof;
 - (B) enter upon the Land to inspect, remove, maintain, alter or add to any such things relating to an existing service to the Land.
 - (ii) The Landlord will cause as little inconvenience to the Tenant as is practicable in the circumstances and will make good any damage caused to the Land.

- (e) The Landlord will not be liable to the Tenant for any loss or damage caused by reason of any interruption to the Tenant's business or the use or enjoyment of the Land by the Tenant during the course of, or as a result of, the Landlord:
 - (i) subdividing the Land;
 - (ii) granting easements and restrictive covenants over the Land;
 - (iii) amalgamating the Land with any other Land;
 - (iv) mortgaging the Land;
 - (v) accepting the surrender of any restrictive covenant which encumbers the Land; and
 - (vi) performing any of its rights detailed in this clause.

9. ASSIGNMENT AND SUB-LETTING

The Tenant must not assign underlet, licence, charge or otherwise encumber or part with the possession of the Land without obtaining the prior written consent of the Landlord and the Minister for Lands (such approval to be in the Landlord's and Minister for Lands' absolute discretion). Sections 80 and 82 of the *Property Law Act 1969* (WA) do not apply to this Lease.

10. DEFAULT PROVISIONS

10.1 Default provisions

If:

- (a) any Rent or any other moneys payable under this Lease remain unpaid for FOURTEEN (14) days after becoming due (whether or not demand has been made by the Landlord to the Tenant);
- (b) an order is made or a resolution is effectively passed for the winding up of the Tenant (other than for the purpose of amalgamation or reconstruction) or the Tenant becomes bankrupt or if any deed of assignment or deed of arrangement is prepared by or for or presented to the Tenant for execution by it or there will or has been appointed under any Act or instrument or by order of any Court a manager or an administrator or a trustee or a receiver or a receiver and manager or liquidator in relation to any part of the Tenant's undertakings or assets or property or in the event that the Tenant ceases to carry on business;
- (c) the Tenant breaches any of the covenants on the part of the Tenant expressed or implied in this Lease other than non-payment of Rent, unless the non-performance or non-observance has been waived or excused by the Landlord in writing and the breach, non-observance or non-performance shall continue after the expiration of time specified in a notice in writing (which time will not be less than FOURTEEN (14) days) requiring the Tenant to remedy the breach on the part of the Tenant expressed or implied in this Lease;
- (d) execution is issued against the Tenant and not be satisfied or withdrawn within THIRTY (30) days; or
- (e) the Tenant abandons the Land,

then the Landlord may at any time after that event terminate this Lease and without any notice enter the Land or any part of it and the Term and the estate and interest of the Tenant in the Land will immediately determine without prejudice to any rights of the Landlord in respect of any antecedent breaches by the Tenant.

10.2 Landlord's right to remedy

The Landlord may, without affecting any right, remedy at any time without notice any default by the Tenant under this Lease including the payment of any moneys payable by the Tenant pursuant to the provisions of this Lease. If the Landlord so elects, all debts, costs and

expenses incurred by the Landlord including all reasonable legal costs, charges and expenses incurred by the Landlord as a result of or attributable to the remedying a default by the Tenant including but not limited to all costs, charges, expenses and fees relating to the preparation and service of a notice under Section 81 of the Property Law Act 1969 requiring the Tenant to remedy any breach of this Lease, will be paid by the Tenant to the Landlord on demand.

10.3 Charges and expenses arising through default

The Tenant must pay to the Landlord on demand all reasonable legal costs, charges and expenses for which the Landlord becomes liable in consequence of or in connection with any default by the Tenant in performing or observing its obligations in this Lease or the Landlord's remedying of a default by the Tenant (including but not limited to all costs, charges, expenses and fees relating to the preparation and service of a notice under Section 81 of the Property Law Act 1969 requiring the Tenant to remedy any breach of this Lease).

10.4 Breach of an essential term

- (a) The covenants by the Tenant:
 - (i) to pay the Rent and other payments at the times and in the manner provided in this Lease respectively;
 - (ii) to use the Land only for the purpose permitted under this Lease;
 - (iii) to maintain and repair the Land; and
 - (iv) not to assign or part with the Tenant's interest in the Leaseare essential terms of this Lease and the breach, non-observance or non-performance of any one or more of such covenants is deemed to be a fundamental breach of the provisions of this Lease on the part of the Tenant.
- (b) Nothing in this clause implies that there are no other essential terms in this Lease and acceptance of arrears or late payment of any moneys shall not mean an obligation has ceased to be an essential term or constitute waiver of the provision that the obligation is an essential term.
- (c) Should the Landlord terminate this Lease following a fundamental breach then, without prejudice to any other right or remedy of the Landlord contained in this Lease or implied, the Landlord may recover from the Tenant liquidated damages for the breach.
- (d) The liquidated damages will be equal to the aggregate of the Rent and other money which would have been payable by the Tenant for the unexpired residue of the Term but for such determination less the aggregate of the Rent and other moneys which the Landlord by taking proper steps to re-let the Land will obtain by re-letting the Land for the unexpired residue of the Term after the determination. In so doing the Landlord is not required to offer or accept in respect of any re-letting, terms which are the same or similar to the terms expressed or implied in this Lease.
- (e) Any conduct by the Landlord to mitigate damages shall not of itself constitute acceptance of the Tenant's breach or repudiation or surrender by operation of law.

10.5 Interest on arrears

The Tenant will pay to the Landlord interest on any Rent or other moneys due by the Tenant to the Landlord and unpaid for FOURTEEN (14) days (whether demand has been made or not) at the rate of TWO (2%) per cent above the overdraft rate charged by the Landlord's Bank from time to time for commercial loans in excess of ONE HUNDRED THOUSAND DOLLARS (\$100,000) computed from the due date until payment.

11. RENEWAL OF TERM

If the Tenant wishes to take a lease of the Land for a further term and gives to the Landlord notice to that effect at least six (6) months prior to the expiration of the initial Term but not earlier than twelve (12) months prior to the expiration of the initial Term and at the time of giving the notice and at the expiration of the initial Term:

- (a) there shall be no outstanding breach of the Tenant's covenants under this Lease of which the Landlord has given the Tenant written notice;
- (b) the Landlord's right of re-entry shall not have arisen; and
- (c) during the initial Term there shall not have been more than three (3) separate material breaches of the Tenant's covenants under this Lease which was not rectified within 14 days of notice of that breach being given by the Landlord.

then the Landlord shall at the reasonable cost of the Tenant grants to the Tenant a lease of the Land for the Option Term at a rent determined in accordance with the rent review provisions of this Lease but otherwise upon the same terms and conditions other than the right of renewal contained in this clause.

12. GENERAL PROVISIONS

12.1 Damage to Land

- (a) If the Land is at any time during the Term destroyed or damaged so as to make the Land unfit for occupation or use and if the destruction or damage was not caused (directly or indirectly) by some act or default of the Tenant and the policy of insurance effected by the Landlord or Tenant covering the destruction or damage is not vitiated or payment of the policy money refused in consequence of some act or default of the Tenant, then a proportionate part of the Rent and any other moneys payable, according to the nature and extent of the damage sustained, will abate until the Land is rendered fit for occupation and use.
- (b) If a dispute arises as to the proportion to abate, that dispute will be determined by a single arbitrator under the provisions of the Commercial Arbitration Act 1985. If the parties cannot agree upon the arbitrator within TWENTY ONE (21) days after a written request from one party to the other then either party may request the President of the Law Society of Western Australia to appoint an arbitrator.
- (c) The full Rent and any other moneys payable will be paid without any deduction or abatement until the date of the agreement or award at arbitration. The Landlord will refund any part which according to the agreement or award has been overpaid.
- (d) If the destruction or damage occurred in consequence (directly or indirectly) of an act or default of the Tenant or the Tenant's Permitted Persons, or if the policy of insurance became vitiated or payment of the policy moneys refused in consequence of some act or default of the Tenant or the Tenant's Permitted Persons, the Rent and any other moneys payable will not abate and the Tenant will not be entitled to any abatement or to arbitration.

12.2 Destruction or condemnation of Land

- (a) If any part of the Land incurs any damage to such an extent as to make the Land unfit for occupation or use during the remainder of the Term and is not re-instated by the Landlord within NINE (9) months after the occurrence of the damage, or such other reasonable period of time determined by the Landlord considering the amount of damage to the Land, the Landlord or the Tenant (provided that the damage was not caused or contributed to by the Tenant) may by giving at least TWO (2) months' prior notice in writing to the other of them determine this Lease but without any compensation being payable to the Tenant and without prejudice to the Landlord for any antecedent breaches by the Tenant.
- (b) If the Tenant disputes the level of damage or destruction of the Land or the time taken by the Landlord in reinstating the Land, pursuant to **clause 12.2(a)** then the Tenant can request that the matter be determined by an umpire, to be appointed by the President of the Australian Association of Agricultural Consultants (WA) Inc., to arbitrate the dispute and whose decision shall be final and binding. The costs of such arbitration shall be borne by the Landlord and the Tenant equally.

12.3 Liability for negligent acts

The Landlord will not be liable for any damage or loss that the Tenant may suffer by reason of any act or omission of the Landlord to or in respect of the Land which (as between the Landlord and the Tenant) the Landlord might be legally liable to do, unless the Tenant has given to the Landlord notice in writing of that act or omission and the Landlord has, without reasonable cause, failed within a reasonable time to take proper steps to rectify that act or omission.

12.4 Holding over provisions

If the Tenant continues to occupy the Land after the Expiration or sooner determination of the Term, with the consent of the Landlord the Tenant becomes a monthly tenant at a rent equal to the Rent payable immediately preceding the Expiration or sooner determination of the Term on the same terms, conditions and covenants as are contained or implied in this Lease and such tenancy shall be determined at the expiration of ONE (1) month's notice by either party to the other at any time.

12.5 Moratorium

The application to this Lease of any present or future moratorium or Act (State or Federal) having the effect of extending the Term, reducing or postponing the payment of Rent, or otherwise affecting the operation of the covenants on the part of the Tenant to be performed and or observed, or providing for compensation, rights or privileges at the expense of the Landlord in favour of the Tenant or any other person, is excluded and negated so far as that exclusion and negation is lawful.

12.6 Severance

If any condition of this Lease or its application to any person or circumstances will be or become invalid or unenforceable, the remaining covenants will not be affected and each covenant of this Lease will be valid and enforceable to the fullest extent permitted by law.

12.7 Consents and approvals

Except as otherwise provided in this Lease, any consent or approval which may be granted by the Landlord pursuant to this Lease may be granted or refused or granted subject to any conditions the Landlord may decide.

12.8 Effect of waiver

No consent or waiver, express or implied, by the Landlord to or of any breach of any covenants of this Lease by the Tenant nor shall any custom or practice which may develop between the parties in the course of the administering of this Lease will be construed as a consent or waiver to or of any other breach of the same or any other covenants contained or implied in this Lease.

12.9 No Partnership

The Landlord does not in any way or for any purpose become a partner of the Tenant in the conduct of the Tenant's business or otherwise or joint venturer or a member of a joint enterprise with the Tenant.

12.10 Notices

Any notice, consent, approval, demand or other communication to be given or made under this Lease (unless otherwise provided):

- (a) must be in writing;
- (b) must be signed by or on behalf of the party giving or making it;
- (c) may be given in any of the following modes:
 - (i) by facsimile transmission;
 - (ii) by pre-paid mail;
 - (iii) by electronic communication, or

- (iv) by hand delivery.
- (d) may be addressed, delivered or transmitted to the party to receive it at its registered office or principal office for the time being, or at the address or facsimile number:
 - (i) shown in this Lease; or
 - (ii) later notified to the other party from time to time.
- (e) shall be deemed to have been served:
 - (iii) on the day of delivery if delivered before 5.00p.m. on a business day and otherwise on the business day next following; or
 - (iv) on the business day next following the day of posting.

12.11 Address of the Tenant

The Tenant must inform the Landlord of the private address of the Tenant or any change of such address or if the Tenant is a firm or corporation the private address of its manager.

12.12 Managing Agent

The Landlord may from time to time appoint an agent to manage the Land and any managing agent so appointed may represent the Landlord in all matters relating to this Lease except as the Landlord will otherwise advise the Tenant in writing.

12.13 Entire Agreement

The terms set out in this Lease and the Schedule contain the entire agreement between the parties notwithstanding any negotiations or discussions prior to their execution of this Lease and notwithstanding also anything contained in any brochure, market analysis, report or other document prepared by the Landlord and or any of the Landlord's agents for submission to potential tenants of the Land. The Tenant and the Guarantor acknowledge that neither the Tenant nor the Guarantor have been induced to enter into this Lease by any actual or alleged statement, representation, warranty or condition verbal or written made by or on behalf of the Landlord and or the Landlord's agents which is not set out in this Lease or the Schedule.

12.14 Trust Warranties

- (a) Where the Tenant or the Guarantor or both of them is or are acting as trustee, the Tenant and Guarantor jointly and severally covenant with and warrant to the Landlord that the Tenant or the Guarantor or both of them (as the case may be) has or have or will have full powers pursuant to its memorandum and articles and its deed of trust (generally and together (if more than one) called "the Trust") under which it purports to act when entering into this Lease.
- (b) The Tenant and the Guarantor further jointly and severally covenant that:
 - (i) the Trust is lawfully and validly constituted and all deeds and other instruments in respect of the Trust have been properly executed;
 - (ii) the Trust authorises the Tenant and the Guarantor to enter into this Lease;
 - (iii) the Trust will remain unrevoked and not varied other than with the prior written consent of the Landlord, which will not be unreasonably withheld;
 - (iv) the assets of the Trust as well as the assets of the Tenant and of the Guarantor will at all times be available to satisfy the obligations of the Tenant under this Lease;
 - (v) the consents or approvals of all parties necessary to execute this Lease so as to bind the property of the Trust have been obtained and all necessary conditions precedent for that purpose have been met;
 - (vi) no one has taken or threatened nor is the Guarantor or the Tenant aware of any one who is likely to take action to have the Trust wound-up or otherwise administered by action brought in any Court or to charge the Tenant or the Guarantor or any person at any time connected with the Tenant or the Guarantor or acting on behalf or purportedly on behalf of the

Tenant or the Guarantor with any breach of trust or misappropriation of trust moneys in connection with the Trust; and

- (vii) no facts are known to the Tenant or to the Guarantor where the Trust might be wound-up voluntarily or otherwise or the trustee changed or the assets of the Trust vested in any other person or the Trust may cease to operate or be deprived of funds prior to expiration of the Term.

12.15 Special Conditions

The provisions (if any) contained in the Schedule under the heading "**Special Conditions**" are agreements between the parties hereto who shall be bound by the same and in the event of any inconsistency between such provisions and any other provisions contained in this Lease, the provisions contained under the heading "**Special Conditions**" shall prevail to the extent of such inconsistency.

12.16 Commercial Arbitration Act

The parties agree that where it is necessary for any dispute under this Lease to be determined by an arbitrator under the Commercial Arbitration Act 1985 (WA) or any Act in substitution, then each party to the proceedings before an arbitrator or umpire may be represented by a duly qualified legal practitioner.

13. REVIEW OF RENT

- (a) The Rent shall be reviewed during the Term (and if applicable the Option Term) on each of the Market Rent Review Dates in accordance with the following provisions, namely:
 - (i) the Landlord may prior to or after each of the Market Rent Review Dates review the Rent for the following period until otherwise reviewed by giving notice to the Tenant at any time before or after the Market Rent Review Date of the reviewed Rent proposed by the Landlord for the following period and subject to clause 13(b) the Rent mentioned in that notice shall be the Rent payable by the Tenant until otherwise reviewed;
 - (i) if the Tenant does not agree with that reviewed Rent the Tenant may by notice to the Landlord within fourteen (14) days of receipt of the Landlord's notice require the Rent payable until otherwise reviewed hereunder to be determined by a Valuer to be appointed by the President for the time being of the Australian Property Institute (Western Australian Division) (**President**) who shall act as an expert and not as an arbitrator and who shall assess the Current Market Rental Value of the Land under the terms of this Lease for the period until otherwise reviewed hereunder;

if clause 13(b) applies, the Current Market Rental Value determined by the Valuer clause 13(b) hereof OR the Rent payable immediately prior to the Rent Review Date (whichever is the greater) shall be the Rent payable by the Tenant until otherwise reviewed hereunder;
 - (ii) the parties shall pay all fees and expenses in respect of a valuation in accordance with this clause on an equal basis; and
 - (iii) the Tenant is required to pay the Rent immediately prior to the Market Rent Review Date until the reviewed Rent is determined. If the Rent payable from a Market Rent Review Date is greater than the Rent payable immediately prior to the Rent Review Date then the Tenant shall within fourteen (14) days of such determination of the Rent pay to the Landlord all arrears of Rent.
- (b) The Rent shall be reviewed during the Term on each of the CPI Rent Review Dates and until otherwise reviewed hereunder shall be the Rent determined in accordance with the following:

The Rent payable after review whether specified agreed or determined shall not be less than the amount "AR2" calculated as:

$$\text{AR}_2 = \text{AR}_1 \times \frac{\text{CPI}_2}{\text{CPI}_1}$$

where:

AR1 means the Annual Rent payable before the relevant review date;

CPI2 means the CPI for the quarter immediately preceding the relevant review date (**Determining Quarter**);

CPI1 means the CPI for the Determining Quarter immediately preceding the Commencement Date or the previous relevant review date as the case may be; and

CPI for the purposes of this clause means the Consumer Price Index (All Groups for the City of Perth) published from time to time by the Australian Bureau of Statistics and if not so published, then a similar measure of increases in prices as determined by a Valuer agreed between the parties or appointed for such purpose by the President,

OR the Rent payable immediately prior to the CPI Rent Review Date (whichever is the greater).

- (c) The obligations of the Tenant to pay the reviewed Rent from the rent review dates under this clause shall not be released, varied, modified or extinguished by reason of any laches or delay on the part of the Landlord or by reason of the expiration or determination of the Term or by any failure of the Landlord to give notice for the review of Rent.

14. BANK GUARANTEE

This clause only applies if an amount is specified in the Item titled "Bank Guarantee Amount" of Schedule 1 to this Lease.

14.1 Issue of Bank Guarantee

The Tenant must arrange for the issue by a trading bank or other financial organisation with a branch office in Perth, Western Australia approved by the Landlord of an irrevocable and unconditional bank guarantee with no expiry date (**Bank Guarantee**) in favour of and in a form approved by the Landlord for the amount specified in Schedule 1 to this Lease (**Bank Guarantee Amount**) and deliver the stamped bank guarantee to the Landlord or the Landlord's agent before the Commencement Date.

14.2 Application of Bank Guarantee

If the Tenant does not comply with any of its obligations under this Lease (including any extension or holding over), then the Landlord may call on the Bank Guarantee without notice to the Tenant.

14.3 Reinstatement or replenishment of Bank Guarantee

- (a) If the Landlord calls on the Bank Guarantee or if the Rent is increased, then no later than 14 days after the Landlord gives the Tenant a notice asking for it, the Tenant must deliver to the Landlord a replacement or additional Bank Guarantee so that the amount secured at the time of such notice is an amount equal to the amount specified in Schedule 1 to this Lease provided always that, in the case of a Rent increase, the Landlord cannot require a replacement or additional Bank Guarantee more than twice during the initial Term and once during each Option Term.
- (b) The Tenant must ensure that any Bank Guarantee is kept current and enforceable at all times and has no expiry date.

14.4 Tenant's Acknowledgement

The Tenant acknowledges that the Landlord is entitled to recover Rent and other moneys and damages from the Tenant without being limited to the amount of the Bank Guarantee but the Landlord shall credit the Tenant with any sum received by the Landlord under the Bank Guarantee.

14.5 Assignment of Lease

If the Tenant assigns this Lease with the written consent of the Landlord and if:

- (a) the Tenant has:
 - (i) paid all money payable by the Tenant accrued up to and including the assignment date; and
 - (ii) performed all other obligations under this Lease arising for performance both prior to the assignment date and arising out of or in relation to the assignment; and
- (b) the Landlord has received a Bank Guarantee in respect of the assignee's obligations as Tenant in the terms of this clause,

the Landlord will release the Bank Guarantee provided by the Tenant and deliver it to the Tenant for cancellation.

14.6 Change in Landlord

If the Landlord ceases to be the landlord, the Tenant must promptly after being requested to do so by either the Landlord or the new landlord arrange for the Bank Guarantee to be replaced with a Bank Guarantee in favour of the new landlord. The Tenant will not be obliged to provide a replacement Bank Guarantee if the terms and conditions of the existing Bank Guarantee extend to, are for the benefit of, and may be called upon by, any successor in title of the Landlord.

15. GUARANTEE AND INDEMNITY

- (a) In consideration of the Landlord entering into this Lease at the request of the Guarantor (which request is testified by the Guarantor's execution of this Lease), the Guarantor (and if more than one jointly and severally) guarantees to the Landlord the performance and observance by the Tenant of all the provisions of this Lease on the part of the Tenant to be performed and or observed including (but not limited to) the due payment of all Rent as reviewed or varied from time to time and other moneys reserved by this Lease and payable by the Tenant.
- (b) The Guarantor acknowledges that:
 - (i) no time, credit, forbearance, indulgence or concession which may be granted by the Landlord to the Tenant;
 - (ii) no release of or compromise with any one or more of the parties to this Lease by the Landlord;
 - (iii) no variation of the provisions of this Lease;
 - (iv) no extension or renewal or holding over of the Term of this Lease or other continued occupation of the Land by the Tenant;
 - (v) no assignment of this Lease or sublease of the Land or any part thereof; and
 - (vi) no determination of the Term of this Lease as extended or renewed (whether by effluxion of time, re-entry, forfeiture, surrender or otherwise)
 - (vii) will prejudice or affect the liability of the Guarantor.
- (c) This guarantee will be irrevocable and continuing and will extend to cover all obligations of the Tenant to the Landlord howsoever arising.

- (d) The Guarantor agrees to indemnify the Landlord against all losses, costs, expenses and damages sustained or incurred by the Landlord by reason of any breach or default by the Tenant in payment of the Rent and other moneys payable under this Lease and or in duly performing and observing any of the provisions of this Lease on the part of the Tenant to be paid or observed.
- (e) If the Tenant goes into compulsory or voluntary liquidation, becomes bankrupt, enters into any composition arrangement with or assignment for the benefit of the Tenant's creditors, or has appointed under any Act or instrument or by order of any Court a manager, administrator, trustee, receiver or a receiver and manager or liquidator in relation to any part of the Tenant's undertakings or assets or property:
- (f) the Guarantor will not prove or claim in any such liquidation, bankruptcy, composition arrangement or assignment or in respect of such appointment until the Landlord has received ONE HUNDRED (100) cents in the dollar in respect of the moneys owing by the Tenant to the Landlord and the Guarantor will hold in trust for the Landlord such proof and claim;
- (g) without prejudice to any other rights of the Landlord, the Guarantor agrees to indemnify the Landlord against all losses, costs, expenses and damages sustained or incurred by the Landlord consequent upon any disclaimer of this Lease by a liquidator or trustee of the Tenant for the residue of the Term created by this Lease as extended or renewed which would have remained if there had been no disclaimer; and
- (h) notwithstanding anything to the contrary contained or implied in the event of a disclaimer of this Lease by a liquidator or trustee of the Tenant, the Guarantor will if so required by notice given by the Landlord within TWO (2) months after such disclaimer, take from the Landlord a lease of the Land for the residue of the Term created by this Lease as extended or renewed which would have remained if there had been no such disclaimer. The Guarantor will pay the Rent and other moneys which would have been payable during such residue if there had been no disclaimer and upon and subject to the same terms and covenants as are contained or implied in this Lease (excepting any option to renew). The new lease is to take effect from and including the date of the disclaimer and to be prepared at the cost of the Guarantor by the Landlord's solicitors and to be executed and delivered to the Landlord by the Guarantor within FOURTEEN (14) days of notice given to the Guarantor to make the payment and execute and deliver the new lease.
- (i) A reference in this guarantee and indemnity to "this Lease" is a reference to any tenancy or other rights whether legal, equitable or otherwise under which the Tenant occupies or is entitled to occupy the Land, including without limitation, a tenancy for a fixed term, a periodic tenancy, a tenancy at will or a tenancy at sufferance.

16. ACKNOWLEDGEMENT

By its execution of this Lease, the Landlord confirms it has obtained the prior written consent of the State to enter into this Lease pursuant to Management Order K427781.

SCHEDULE 1 – PARTICULARS

1.	LANDLORD Shire of Dowerin, of 13 Cottrell Street, Dowerin, Western Australia.
2.	TENANT Dowerin Community Club Incorporated, of 35 East Street, Dowerin, Western Australia.
3.	GUARANTOR Not applicable.
4.	LAND That part of Lot 500 on Deposited Plan 406871 and being the whole of the land comprised in Certificate of Crown Land Title Volume LR3166 Folio 781 as shown hatched on the plan annexed at Schedule 2.
5.	LANDLORD'S PROPERTY Not applicable.
6.	COMMENCEMENT DATE 1 April 2026.
7.	TERM THREE (3) years commencing on the Commencement Date and expiring on 31 March 2029.
8.	RENT One dollar (\$1) plus GST per annum and which is payable on the Commencement Date and each and every anniversary of the Commencement Date during the Term (including during any Option Term).
9.	RATES AND TAXES The Landlord will pay the rates and taxes.
10.	PUBLIC LIABILITY INSURANCE AMOUNT Twenty million dollars (\$20,000,000).
11.	BANK GUARANTEE Not applicable.
12.	PERMITTED USE For the growing of crops and agistment of livestock.

13.	CROPPING SPECIFICATIONS	As per District Agriculture Practice.	
14.	STOCKING RATE	As per District Agriculture Practice.	
15.	FERTILISER RATE	As per District Agriculture Practice (including any chemical application).	
16.	CPI RENT REVIEW DATES	Not applicable.	
17.	MARKET RENT REVIEW DATES	Not applicable.	
18.	OPTION TERM	Not applicable.	
19.	RENT REVIEW DATES		
	Method of Rent Review	Rent Review Date	
	Not applicable	Not applicable	
20.	SPECIAL CONDITIONS	Not applicable.	

SCHEDULE 2 – PLAN



Executed as a deed on _____ 2025.

THE COMMON SEAL of

THE SHIRE OF DOWERIN

was hereunto affixed by authority
of a resolution of the Council in the
presence of:

SHIRE PRESIDENT

DARREL PETER HUDSON

CHIEF EXECUTIVE OFFICER

MANISHA BARTHAKUR

EXECUTED by **DOWERIN COMMUNITY
CLUB INCORPORATED (ABN 37 758 027
006)** in accordance with its constitution by:

Signature of Authorised Signatory

Signature of Authorised Signatory

Name of Authorised Signatory

Name of Authorised Signatory

Position of Authorised Signatory

Position of Director/Secretary (print)